

AGREEMENT BETWEEN
PUBLIC SAFETY EMPLOYEES - LOCAL 519
(REPRESENTING SHERIFF'S OFFICE CAPTAINS)
AND
KING COUNTY

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(REPRESENTING SHERIFF'S OFFICE CAPTAINS)
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These articles constitute an agreement, terms of which have been negotiated in good faith, between King County and the signatory organization subscribing thereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington (RCW 41.56).

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County Council recognizes the signatory organization, as representing King
3 County Sheriff's Office Captains/(and Lieutenants, though the Lieutenant classification is currently not
4 used) in the King County Sheriff's Office (Public Employment Relations Commission certification # 0-
5 562).

6 **Section 2.** It shall be a condition of employment that all regular, full-time employees in the
7 classifications of King County Sheriff's Office Captain (or King County Sheriff's Lieutenant, though
8 this classifications is not currently in use) shall become members of the Union and remain members in
9 good standing or pay an agency fee to the Union. Timely payment of regular union dues will
10 constitute membership in good standing for the purpose of this article.

11 It shall also be a condition of employment that regular, full-time employees covered by this
12 Agreement and hired on or after its effective date shall, on the thirtieth day following such
13 employment, become and remain members in good standing in the Union or pay an agency fee to the
14 Union.

15 Provided, that employees with a bona fide religious objection to union membership and/or
16 association based on the bona fide tenets or teachings of a church or religious body of which such
17 employee is a member shall not be required to tender those dues or initiation fees to the Union as a
18 condition of employment. Such employee shall pay an amount of money equivalent to regular union
19 dues and initiation fee to a non-religious charity mutually agreed upon between the public employee
20 and the Union. The employee shall furnish written proof that payment to the agreed upon non-
21 religious charity has been made. If the employee and the Union cannot agree on the non-religious
22 charity, the Public Employment Relations Commission shall designate the charitable organization. It
23 shall be the obligation of the employee requesting or claiming the religious exemption to show proof
24 to the Union that he/she is eligible for such exemption. All initiation fees and dues paid either to the
25 Union or charity shall be for non-political purposes.

26 **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by a
27 bargaining unit employee, the County shall have deducted from the pay of such employee, the amount
28 of dues as certified by the secretary of the signatory organization and shall transmit the same to the

1 treasurer of the signatory organization.

2 The signatory organization will indemnify, defend, and hold the County harmless against any
3 claims made and against any suit instituted against the County on account of any check-off of dues for
4 the signatory organization. The signatory organization agrees to refund to the County any amounts
5 paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

6 **Section 4.** The County will require all new employees, who assume a position included in the
7 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive
8 recognition.

9 **Section 5.** The County will transmit to the Union a current listing of all employees in the
10 bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year.
11 Such list shall include the name of the employee, classification, department, and salary.

ARTICLE 3: MANAGEMENT RIGHTS

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to the following:

- a. determine the mission, budget, organization, number of employees, and internal security practices of the King County Sheriff's Office;
- b. recruit, examine, promote, train, employees of its choosing, and determine the time and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;
- c. assign and direct the work force;
- d. develop and modify class specifications;
- e. determine the method, materials, and tools to accomplish the work;
- f. designate duty stations and assign employees to those duty stations;
- g. establish reasonable work rules;
- h. assign the hours of work;
- i. take whatever actions may be necessary to carry out the Department's mission in case of emergency;
- j. Bi-Weekly Pay: The right to define and implement a new bi-weekly payroll system is vested exclusively in King County. Implementation may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system.

In prescribing policies and procedures relating to personnel and practices, and to the conditions of employment, the Employer will comply with state law to negotiate or meet and confer, as appropriate.

All of the functions, rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 4: HOLIDAYS

Section 1. Observed Holidays: The County shall observe the following as paid holidays:

HOLIDAY:	COMMONLY CALLED:
First day of January	New Year's Day
Third Monday of January	Martin Luther King Day
Third Monday of February	President's Day
Last Monday of May	Memorial Day
Fourth day of July	Independence Day
First Monday of September	Labor Day
11th day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	
25th day of December	Christmas Day

In addition to the above, each employee will have two (2) personal holidays. These holidays will be administered through the vacation plan. One day will be granted on the first of October; one on the first of November of each year.

Section 2. Holidays For Employees On A 5/2 Schedule: Employees working a 5/2 schedule with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on Sunday.

ARTICLE 5: VACATIONS

Section 1. *Accrual - 40 Hour Employees:* Regular full-time employees working 40 hours per week, shall receive vacation benefits as indicated in the following table:

Full Years of Service	Maximum Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

Maximum vacation accrual will be 480 hours.

Section 2. Employees shall accrue and use vacation benefits consistent with King County personnel rules.

Section 3. No employee shall be permitted to work for compensation for the County in any capacity during the time when the employee is on vacation, except that the provisions of this section shall not apply to employees who, in their capacity as commissioned, King County Sheriff's Office

1 Captains provide security for King County parks and the King County Fair.

2 **Section 4. Payment Upon Death:** In cases of separation by death, payment of unused
3 vacation benefits shall be made to the employee's estate.

4 **Section 5. Forfeiture of Vacation:** Employees are responsible for requesting sufficient hours
5 of vacation leave, in accordance with Department policy, to ensure that they do not exceed the
6 maximum accrual levels. All employees shall use or forfeit excess vacation accrual prior to December
7 31 of the year in which the excess was accrued. An employee may continue to accrue vacation leave
8 beyond the maximum specified herein, if as a result of cyclical workloads or work assignments, the
9 employee requested but was denied vacation leave time. Employees who leave King County
10 employment for any reason will be paid for their unused vacation up to the maximum specified herein,
11 except that employees who become disabled and retire as a result thereof shall be paid for all unused
12 vacation.

13 **Section 6.** In accordance with past practice, vacation shall be granted on a seniority basis
14 within each shift, squad or unit and shall be taken at the request of the employee with the approval of
15 the Division Commander or designee. Employees who are transferred involuntarily, and who have
16 already had their vacation request approved will be allowed to retain that vacation period regardless of
17 their seniority within the new shift, squad or unit to which they are transferred.

18 **Section 7. Vacation Payoff:** Vacation payoff upon termination from employment for any
19 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also
20 include educational/longevity incentive pay.

21 **Section 8. Vacation Transfer:** Employees may transfer a portion of their accrued vacation to
22 other employees consistent with King County ordinance K.C.C. 3.12.223; Ordinance 12014 Section
23 22 policy and procedures.

ARTICLE 6: SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES

Section 1. Establishment of SLLB: Effective January 1, 1984 LEOFF I employees will discontinue the accrual of sick leave. Individual sick leave accounts in place as of December 31, 1983 were reduced by fifty percent (50%) with the remaining fifty percent (50%) being converted to a Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury will henceforth be covered by disability leave (R.C.W. 41.26.120).

Section 2. SLLB use:

a. The hours in the individual SLLB may be used as vacation pursuant to Article 5, Vacations, Sections 3, 4, and 8, of this agreement. Additionally, upon filing an application for disability leave/retirement, SLLB hours may be used as the basis for continuing to receive an allowance equal to regular pay during the period of time between the initial date of illness or injury, and the date of final disposition made by either the local disability board or the State Retirement System. In the event that the application for disability leave/retirement is ultimately denied by the local disability board or the State Retirement System, SLLB hours equivalent to the cash value of the allowance paid while awaiting such ultimate disposition will be deducted from the SLLB balance then in effect.

b. If the local disability board denies disability benefits or retirement benefits, the King County Sheriff's Office will reinstate the employee on the day the decision of the LEOFF Board is received by the Department.

c. SLLB hours shall not be used as and shall not constitute a return to active service for purposes of increasing or renewing the amount of disability leave to the employee.

Section 3. SLLB payoff: Upon service retirement, death after at least five (5) years of continuous King County service, or separation in good standing after completion of twenty (20) years of continuous King County service, the existing balance of hours in the individual SLLB as of the date of such retirement or separation shall be paid to a maximum of fifty (50) days (400 hours).

Section 4. Family Care and Bereavement Leave:

a. Regular, full time LEOFF I employees shall be entitled to three (3) days (24 hours) of bereavement leave for each death of a member of the employee's immediate family.

1 b. Three (3) paid leave days (24 hours) may be granted to an employee due to a
2 requirement to care for immediate family members who are seriously ill. No more than six (6) days of
3 such leave may be used for this purpose per calendar year. Written verification for family care leave
4 may be requested by management. This verification will include: 1) nature and severity of illness or
5 injury; 2) relationship of immediate family member; and 3) a statement indicating that no other person
6 is available and/or capable of providing care for the ill or injured family member. In addition, family
7 care leave shall be approved for accompanying or transporting immediate family members to and from
8 a hospital or to medical or dental appointments, providing the immediate family member is a minor
9 child, is infirm, or cannot reasonably get to and from the appointment without the employee's aid. Up
10 to one day's leave may be authorized for an employee to be at the hospital on the day of the birth of
11 his/her child in addition to the six (6) days mentioned above.

12 c. In cases of family care where no leave benefit exists, the employee will be granted
13 leave under the Employers Family Medical Leave ordinance.

14 d. Immediate family means persons related by blood or marriage to an employee as
15 follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child,
16 brother, sister, grandchild, domestic partners, or any persons for whose financial or physical care the
17 employee is principally responsible.

18 **Section 5. *Unpaid Family Leave:***

19 A qualified employee may take unpaid leave with health benefits continuation to care for a
20 family member pursuant to the provisions of the King County Code, and the Federal Family and
21 Medical Leave Act. For the purposes of the King County Code, family member means the employee's
22 spouse or domestic partner, the employee's child, and child of the immediate family.

1 **ARTICLE 7: SICK LEAVE**

2 **Section 1. Accrual:** Full-time regular employees, and part-time regular employees who
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that
5 sick leave shall not begin to accrue until the first of the month following the month in which the
6 employee commenced employment. The employee is not entitled to sick leave if not previously
7 earned.

8 **Section 2. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits
9 accrued by an employee.

10 **Section 3. Doctor's certificate Verification of Illness:** Department Management is
11 responsible for the proper administration of the sick leave benefit. A doctor's certificate verifying
12 illness or inability to perform work may be required of an employee for any sick leave use when the
13 County has cause to believe there has been an abuse of sick leave. The county will make a reasonable
14 effort to notify an employee prior to his/her return to work that a doctor's certificate will be required.

15 **Section 4. Separation from Employment:** Separation from King County employment, except
16 by retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave
17 currently accrued to the employee. Should the employee resign in good standing or be laid off and
18 return to the County within two years, accrued sick leave shall be restored.

19 **Section 5. Other Than County Employment:** Sick leave because of an employee's physical
20 incapacity shall not be approved where the injury is directly traceable to employment other than with
21 the County.

22 **Section 6. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have
23 successfully completed at least five (5) years of county service and who retire as a result of length of
24 service, or who leave County employment in good standing after twenty-five (25) years or more, or
25 who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title
26 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave
27 multiplied by the employee's rate of pay in effect upon the date of leaving county employment less
28 mandatory withholdings. All payments shall be made based on the employee's base rate as set forth

herein, and there shall be no deferred sick leave reimbursement.

Section 7. Special Sick Leave: All LEOFF II employees shall be provided with eighteen (18) days special sick leave, which shall be used only to supplement the employee's industrial insurance benefit should the employee be injured on the job during his or her first calendar year on the job. The special sick leave shall not be used until three (3) days of regular sick leave have been used for each incident of on-the-job injury. In the event there is no regular sick leave, the special sick leave shall be immediately available for an on-the-job injury. During the second year of employment, and for all succeeding years, all LEOFF II employees shall be provided with eighteen (18) days special sick leave which shall only be utilized in the circumstances as herein described. Special sick leave is non-cumulative, but is renewable annually.

Section 8. Special Workers Compensation Supplement: The county will provide a Special Worker's Compensation Supplement to LEOFF II employees who are injured on the job, maintain eligibility of Worker's Compensation and are unable to work (as determined by the County Safety Office) for a period exceeding six consecutive months, but not to exceed twelve consecutive months; provided that the employee's condition is the result of an injury occurring during the search, arrest or detention of any person/place, or during the attempt to search, arrest or detain any person/place or occurring when an officer is involved in an emergency response to a request for service.

The Special Worker's Compensation Supplement will provide for the difference between an officer's base salary and any other compensation which the officer is receiving during the period of injury-related absence. Other compensation shall include special sick leave, Worker's Compensation, social security and/or unemployment compensation. The supplement shall be limited to six months during any consecutive twelve-month period.

The Special Worker's Compensation Supplement shall be reduced by the amount of any State legislatively mandated increase in benefits for LEOFF II employees which occur during the term of this contract. The contract provision for Special Worker's Compensation Supplement shall automatically cease to be in effect on the expiration date of this contract, regardless of whether a successor agreement has been negotiated or is in the process of being negotiated, mediated and/or arbitrated.

Section 9. Uses of Sick Leave: Employees are eligible to use accrued sick leave for the

1 following reasons:

- 2 a. Employee illness;
- 3 b. Noncompensable injury of an employee (e.g., those injuries generally not eligible for
- 4 worker's compensation payments);
- 5 c. Employee disability due to pregnancy or childbirth;
- 6 d. Employee exposure to contagious diseases and resulting quarantine;
- 7 e. Employee keeping medical, dental, or optical appointments;
- 8 f. In accordance with the FMLA and relevant state law.

9 ***Section 10. Family Care and Bereavement Leave:***

- 10 a. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
- 11 of bereavement leave a year due to death of members of their immediate family.
- 12 b. Regular, full-time employees who have exhausted their bereavement leave, shall be
- 13 entitled to use sick leave in the amount of three (3) days (24 hours) for each additional instance when
- 14 death occurs to a member of the employee's immediate family.
- 15 c. Up to one day's absence of sick leave may be authorized for an employee to be at
- 16 the hospital on the day of the birth of his/her child.
- 17 d. "Immediate Family" for purpose of Bereavement Leave is defined as grandparent,
- 18 parent, child (including legally adopted child) sibling, grandchild or domestic partner or any persons
- 19 for whose financial or physical care the employee is principally responsible.
- 20 e. LEOFF II employees in this bargaining unit shall enjoy the benefits set forth in
- 21 Ordinance No. 13377, relating to King County Family and Medical Leave King, County Code
- 22 3.12.220.
- 23 f. "Immediate Family" for purpose of Family Leave, is defined in Ordinance No.
- 24 13377, King County Code 3.12.220. "Immediate Family" for the purpose of the Federal FMLA, is
- 25 defined by the Federal FMLA.

26 ***Section 11.*** Holidays or regular days off falling within the prescribed period of absence shall
27 not be charged against accrued sick leave.
28

ARTICLE 8: WAGE RATES

Section 1. Wage Rates: Wage rates for 2001 are set forth in Addendum A.

Section 2. Effective January 1, 2002: Wage rates in effect on December 31, 2001, shall be increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September 2000 - September 2001; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

Section 3. Effective January 1, 2003 salaries shall be increased by 90% of the increase in the CPI-W, All Cities Index, September 2001 - September 2002; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

Section 4. Effective January 1, 2004 salaries shall be increased by 90% of the increase in the CPI-W, All Cities Index, September 2002 - September 2003; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%. Except that: Should King County adopt an ordinance raising the 6% COLA cap for King County Employees countywide, the 6% cap in this contract shall be increased to that figure.

Section 5. Salary upon reinstatement: Employees who are reinstated pursuant to Civil Service Rules within one calendar year of the date they left County service shall, upon reinstatement, be compensated at Step 5 of their respective pay range. Upon successful completion of six (6) months actual service, after reinstatement, they shall be compensated at the appropriate wage step based upon their total service (prior service plus current service).

Employees who are reinstated pursuant to Civil Service Rules within two (2) calendar years shall, upon reinstatement, be compensated at Step 5 of their respective range. Upon successful completion of twelve (12) months actual service, after reinstatement, they shall be compensated at the appropriate wage step based upon their total service (prior service plus current service).

In order to receive credit for prior service under this Section, employees must receive an overall rating of "Meets Standards" or better on all performance evaluations during the six (6) month or one (1) year period respectively.

1 **ARTICLE 9: HOURS OF WORK**

2 *Section 1.* Captains are salaried employees and are expected to work the hours required to
3 accomplish the duties of their position.

4 *Section 2.* The establishment of reasonable work schedules and starting times is vested solely
5 within the purview of department management and may be changed from time to time. In the exercise
6 of this prerogative, department management will establish schedules to meet the dictates of the
7 workload, however, nothing contained herein will permit split shifts.

8 *Section 3.* With management approval, work schedules may be altered upon written request of
9 the employee. This includes, but is not limited to, excusing an employee from his/her normal workday
10 because he/she worked a holiday/furlough day in the preceding fourteen (14) days.

1 **ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 **Section 1.** King County presently participates in group medical, dental, and life insurance
3 programs. The County agrees to maintain a plan during the term of this Agreement, provided that the
4 Union and the County agree that the County may implement changes to employee insurance benefits
5 to which the Joint Labor Management Insurance Committee has agreed.

6 **Section 2. Access To Information:** The County shall provide access to all information
7 necessary to assess the benefit levels provided under the current plan, alternative benefits which might
8 be available, the cost of those benefits, and the savings which could result from cost containment
9 measures. The County shall use its best efforts to cause its insurance carriers to provide such
10 information to the committee.

ARTICLE 11: MISCELLANEOUS

Section 1. An employee elected or appointed to office in a local of the signatory organization which requires a part or all of his/her time shall be given leave of absence up to one (1) year without pay upon application.

Section 2. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the King County Council.

Section 3. Employees who are directly involved with proceedings before the Civil Service Commission may be allowed to attend without loss of pay provided prior permission is granted by the Department Director or his designee.

Section 4. The parties agree that the Sheriff's Office has the right to assign Captains to perform work out of class. When assigned by the Sheriff to perform the duties and responsibilities of a higher classification, for a period of three (3) consecutive days or more, Captains shall be compensated at the first step of the salary range assigned to the classification under which they are acting, for the period of the assignment.

Section 5. The Department Administration shall afford Union representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Union representatives shall guard against use of excessive time in handling such responsibilities.

Section 6. Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing, will have same repaired or replaced at Department expense provided however, that reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited to \$150 per incident.

Section 7. Off-duty employment shall be in accord with the Department Manual provided, however, the Department shall not require a "hold harmless" agreement for such employment or liability insurance of the off-duty employer.

1 **Section 8.** The employer agrees to make available up to six hundred rounds of ammunition per
2 year to each employee. Further, the department agrees to take the necessary measures to insure that
3 employees on the graveyard shift can obtain the ammunition upon request. Each eligible employee
4 shall be allowed to draw up to 200 rounds at a time provided, however, that any ammunition drawn by
5 the employee shall be used by the employee.

6 **Section 9.** Employees shall have the right to examine their personnel file upon request during
7 normal business hours.

8 **Section 10.** All commissioned officers shall be furnished required uniforms and equipment,
9 and shall be furnished all replacement items of uniforms and equipment on an as-needed basis.

10 **Section 11. Jury Duty:** An employee required by law to serve on jury duty shall continue to
11 receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so
12 assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be
13 forwarded to the Comptroller. When an employee is notified to serve on jury duty, he/she will inform
14 his/her immediate supervisor as soon as possible, but not later than two weeks in advance, regarding
15 the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of
16 regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

17 When the total required assignment to jury duty has expired, the employee will return to
18 regular duties provided: there must be a minimum of twelve (12) hours between the time the employee
19 is dismissed from jury duty and the time he/she must report for regular duties, provided an officer shall
20 not be required to report to his/her shift at the conclusion of the twelve (12) hour break if there are
21 less than four (4) hours remaining on the shift. Notwithstanding the above, officers assigned to day
22 shift, who have four (4) or more hours remaining on their shift at the time of release or dismissal from
23 jury duty, shall report to duty at the time of release or dismissal.

24 **Section 12.** Officers will not be required to drive unsafe vehicles.

25 **Section 13.** In the event that METRO will no longer allow law enforcement officers to ride
26 free of charge, the County will provide METRO bus passes at no cost for the officer.

ARTICLE 12: GRIEVANCE PROCEDURE

Section 1. Definition: Grievance - a dispute as to the interpretation or application of an express term of this Agreement. Written reprimands are not subject to Step 4 of this procedure.

Section 2. Procedure:

Step 1 - Immediate Supervisor: A grievance shall be presented in writing by the aggrieved employee, and his/her representative including but not limited to the business representative and/or shop steward if the employee wishes, within 14 calendar days of the occurrence of such grievance, to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within twenty (20) working days. If a grievance is not pursued to the next level within five (5) working days, it shall be presumed resolved.

Step 2 - Sheriff-Director: If, after thorough evaluation, the decision of the supervisor has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Sheriff-Director. All letters, memoranda, and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Sheriff-Director. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within twenty (20) working days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

Step 3 - Office of Human Resources Management: If the decision of the Sheriff-Director has not resolved the grievance the grievance may be presented to the Office of Human Resources Management, which shall render a decision on the grievance within twenty (20) working days.

Step 4 - Request for Arbitration: Either the County or the union may request arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it wishes arbitrated except that written reprimands are not subject to Step 4 of the grievance procedure. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of 11

1 arbitrators furnished by the American Arbitration Association AAA Dispute Resolution Panel. The
2 arbitrator will be selected from the list by both the County representative and the Union, each
3 alternately striking a name from the list until one name remains. The arbitrator, shall render a decision
4 within 30 days and the decision of the arbitrator shall be final and binding on both parties.

5 The arbitrator shall have no power to change, alter, detract from or add to, the provisions of
6 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
7 in reaching a decision.

8 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear
9 the cost of any witnesses appearing on that party's behalf.

10 No matter may be arbitrated which the County by law has no authority over, has no authority
11 to change, or has been delegated to any civil service commission or personnel board as defined in
12 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

13 There shall be no strikes, cessation of work, or lockout during such conferences or arbitration.
14 Time restrictions may be waived by consent of both parties.

15 **Section 3. Multiple Procedures:** If employees have access to multiple procedures for
16 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
17 procedures; selection is to be made no later than at the conclusion of Step 3 of this grievance
18 procedure.

19 **Section 4. Procedures:** A grievance challenging a disciplinary transfer or written reprimand
20 may be appealed directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In
21 conducting disciplinary investigations, the County will comply with all relevant ordinances and
22 departmental rules, and additionally will allow an employee who is the subject of a disciplinary
23 interview or hearing to privately confer with a union representative during the interview or hearing. In
24 those instances where disciplinary action is based on reasonable evidence of the commission of a
25 crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the
26 Grievance Procedure will be initiated immediately, and the Office of Human Resources Management
27 shall render a decision within twenty (20) working days of the date the employee is accused of the
28 violation or is relieved of duty. Employees who have been relieved of duty may request and shall have

1 approved, the utilization of accrued vacation and/or holiday hours.

2 **Section 5. Just Cause Standard:** No employee may be discharged, suspended without pay or
3 disciplined in any way except for just cause. In addition, the County will employ the concept of
4 progressive discipline.

5 **Section 6. Probationary Period:** All newly hired and promoted employees must serve a
6 probationary period as defined in R.C.W. 41.14 and Civil Service Rules. Sheriff's Civil Service Rules
7 specify that the probationary period is an extension of the hiring process; therefore, the provisions of
8 this Article will not apply to employees if they are discharged during their initial probationary period
9 or are demoted during the promotional probationary period for not meeting the requirements of the
10 classification. Grievances brought by probationary employees involving issues other than discharge or
11 demotion may be processed in accordance with this Article.

12 **Section 7. Parties to the Agreement:** In as much as this is an agreement between the County
13 and the union, no individual may without union concurrence, make use of the provisions of this
14 Article.

ARTICLE 13: BULLETIN BOARDS

The employer agrees to permit the Union to post on County bulletin boards, the announcement of meetings, election of officers, and any other Union material.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 15: WORK & STOPPAGE AND EMPLOYER PROTECTIONS**

2 **Section 1.** The employer and the signatory organization agree that the public interest requires
3 efficient and uninterrupted performance of all County services, and to this end, pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory
5 organization shall not cause or condone any work stoppage, including any strike, slowdown, or refusal
6 to perform any customarily assigned duties, sick leave absence which is not bonafide, or other
7 interference with County functions by employees under this Agreement and should same occur, the
8 signatory organization agrees to take appropriate steps to end such interference. Any concerted action
9 by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities
10 have occurred.

11 **Section 2.** Upon notification in writing by the County to the signatory organization that any of
12 its members are engaged in a work stoppage, the signatory organization shall immediately, in writing,
13 order such members to immediately cease engaging in such work stoppage and provide the County
14 with a copy of such order. In addition, if requested by the County, a responsible official of the
15 signatory organization shall publicly order such signatory organization employees to cease engaging in
16 such a work stoppage.

17 **Section 3.** Any employee who commits any act prohibited in this article will be subject to the
18 following action or penalties:

- 19 1. Discharge.
20 2. Suspension or other disciplinary action as may be applicable to such employee.
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ARTICLE 16: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

The parties agree that in the event they enter into memoranda of understanding during the life of this agreement, such agreements are binding when signed by authorized representatives of the parties. No ratification process is required.

ARTICLE 17: REDUCTION-IN-FORCE

Employees laid off as a result of a reduction in force shall be laid off according to seniority within the classification, with the employee with the least time being the first to go. In the event there are two or more employees eligible for layoff within the Department with the same classification and seniority, the Department Director will determine the order of layoff based on employee performance.

Employees laid off in accordance with the provisions of this article will be eligible for rehire into positions of the same classification in the inverse order of layoff.

1 **ARTICLE 18: TRANSFERS**

2 **Section 1. Request for Transfer:** Employees may submit written requests for transfer or
3 reassignment to another division, shift, squad, or unit and such requests shall be given full
4 consideration by the Department.

5 **Section 2. Involuntary Transfers:** When an employee is transferred or reassigned
6 involuntarily and such transfer or reassignment produces significant hardship on the employee or
7 his/her family due to excess travel time, expense, or other factors, the Department will give full
8 consideration to these factors and respond to viable alternatives proposed by the employee or the
9 Union with written justification for the transfer.

10 **Section 3. Disciplinary Transfers:** When a transfer is used as a disciplinary sanction, it shall
11 be subject to the grievance procedure and just cause provisions of Article 12.

ARTICLE 19: BILL OF RIGHTS

King County has adopted Motion No. 7854 providing a Bill of Rights for Police Officers.
Prior to making any changes to the Bill of Rights, the County agrees to meet and negotiate with Local 519.

ARTICLE 20: EXECUTIVE LEAVE

Section 1. Employees in the position of Captain work in a bona fide executive/administrative capacity and as such, are exempt from the overtime provisions of the Fair Labor Standards Act.

Captains are expected to work the hours required to accomplish the duties of their positions.

Based on their exemption from overtime pay, Captains shall be granted seven (7) days of noncumulative paid Executive Leave each calendar year.

Section 2. An employee appointed to the rank of Captain after January 1st of any calendar year shall, for the calendar year in which appointed, be granted a prorated share of the seven (7) days of Executive Leave based upon the number of full pay periods remaining in that calendar year. Such prorated share shall accrue immediately upon appointment.

Section 3. Executive Leave shall be administered in the same manner as vacation leave. Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is granted, or it will be lost.

Section 4. Each Captain will have the option of cashing out a maximum of four (4) days of Executive Leave each calendar year; provided that the employee gives the department notice by September 1st of each year. Executive Leave will be paid on the 2nd pay date of September of that calendar year.

Section 5. The King County Sheriff has the discretion, when a Captain has been covering for a fellow captain who is on an approved long term leave of absence (three (3) months or more) to award, consistent with King County personnel rules, up to three (3) additional Executive leave days per year, consistent with the above provisions.

ARTICLE 21: ALTERNATIVE WORK SCHEDULES

Nothing in this agreement shall preclude employees from working an alternative work schedule. Alternative work schedules shall be negotiated by the signatory organization and must have departmental and Office of Human Resources Management approval. Denial of an alternative work schedule by the Department shall not be subject to the grievance procedure.

1 **ARTICLE 22: DURATION**

2 This contract shall become effective upon ratification by the King County Council and cover a
3 three-year period beginning January 1, 2002 and ending December 31, 2004.

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5 **APPROVED** this _____ day of _____, 2001

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7
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9 By _____

10 King County Executive

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15 SIGNATORY ORGANIZATION:

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18 _____
19 Service Employees International Union
20 Public Safety Employees, Local 519
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